



1111 East Main Street, Suite 1920 Richmond, Virginia 23219 (804) 644-3100

Request for Proposals

Media Services

Due Date: September 28, 2020

Notice: VRA does not discriminate on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status. VRA does not discriminate against faith-based organizations.

REQUEST FOR PROPOSALS (RFP)

Issuing Authority: Virginia Resources Authority (VRA)
1111 E. Main Street, Suite 1920
Richmond, VA 23219

Sealed Proposals Will Be Received Until: September 28, 2020, at 5:00 p.m., EST, for the services described herein.

All Inquiries For Information Should Be Directed To: Curtis Doughtie, cdoughtie@virginiaresources.org
(804) 644-3100

This Entire Proposal Package Should Be Emailed To: cdoughtie@virginiaresources.org

In compliance with this request for proposals and to all the conditions imposed therein and hereby incorporated by reference, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

	Date:	
Name of Firm ("Offeror"):		
Address:		
City, State, Zip Code:		
Phone No.:		
Fax No.:		
Email:		
By and Title:		
Signature:		
FEI/FIN No.		

PLEASE COMPLETE AND RETURN THIS PAGE WITH YOUR PROPOSAL.

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I. Purpose/Background.

A. Purpose

The purpose of this Request for Proposals is to solicit proposals from qualified firms (“Offerors”) to establish an agreement through competitive negotiations to provide media services to the Virginia Resources Authority (“VRA”, “Authority”, “Owner”) as more fully described herein.

VRA intends to enter into a contract with the selected firm for a term of three (3) years with two (2) one-year options, which may be exercised at VRA’s discretion.

B. Background

VRA was created in 1984 as a political subdivision of the Commonwealth of Virginia pursuant to the Virginia Resources Authority Act, being Chapter 21 of Title 62.1 of the Code of Virginia of 1950, as amended. VRA is governed by a Board of Directors (the “Board”), appointed by the Governor of Virginia. VRA’s Executive Director (the “Executive Director”), who is also appointed by the Governor of Virginia, administers, manages and directs the affairs of VRA, subject to the policies, control and direction of the Board.

VRA works with cities, towns, counties and other political subdivisions of the Commonwealth (“Local Governments”) to provide low cost loans for a number of project areas, including local government buildings, public safety, transportation, dam safety, wastewater, drinking water, solid waste, storm water drainage, federal facility development, and brownfield remediation projects, among others. In the fiscal year ended June 30, 2017, VRA financed investments of 117 loans and grants totaling over \$389 million for infrastructure projects across the Commonwealth. Since its creation by the General Assembly in 1984, VRA has funded more than 1,500 critical projects across the Commonwealth, exceeding \$7.5 billion of investment in Virginia’s communities.

VRA issues bonds and lends the proceeds to Local Governments several times a year in its Virginia Pooled Financing Program (the “VPFP”). VRA also serves as the financial administrator of programs in conjunction with state agency partners: (1) Virginia Water Facilities Revolving Fund, (2) Virginia Water Supply Revolving Fund, (3) Virginia Airports Revolving Fund, (4) Dam Safety and Flood Prevention Fund, (5) Brownfields Restoration and Economic Redevelopment Assistance Fund, (6) Virginia Transportation Infrastructure Bank, and (7) Virginia Tobacco Region Revolving Fund. These programs are funded from federal grants with a state match or state appropriations. These state and federal funds are used to make grants and low-interest rate loans.

II. Statement of Needs.

VRA is seeking professional media services as described below:

A. Press Releases, Advisories and Feature Articles

1. Direction
 - a. Offeror will provide consultation and meaningful recommendations to VRA on effective communication strategies designed to promote VRA as a critical component of legislative and administrative goals.
 - b. Offeror will make recommendations relating to advertising of special events, including, but not limited to, VRA's *Community Investment Workshop* series.
2. Copy Writing
 - a. Offeror will provide copy writing services for press releases and feature articles, as well as scripts for video, radio and television.
 - b. Offeror will provide copy writing services for public service announcements, ad-copy, op-editorials and annual reports.
 - c. Offeror will coordinate and work with VRA staff in the development of staff articles.
3. Pre-Press Work
 - a. Offeror will provide pre-press work required for individual media events.
4. Management
 - a. Offeror will coordinate all aspects of the creation of VRA's press releases and feature articles.
 - b. Offeror will design and maintain e-newsletter format for distribution
 - c. Offeror will customize press releases and feature articles for newspapers of general circulation across the Commonwealth, as well other appropriate news organizations, specifically targeting general, business/finance and environmental publications, newsletters and websites relating to VRA project areas.
 - d. Offeror will disseminate to appropriate media outlets feature articles and press releases.
 - e. Offeror will report back to VRA of news organizations printing such press releases and feature articles.
 - f. Offeror will perform other activities as determined necessary by VRA's Executive Director.

B. Publications

1. Offeror will provide consultation and assistance to VRA in the development of brochures and information packets for public distribution.
2. Offeror will coordinate and provide assistance to VRA staff on all aspects of the creation of VRA's educational and promotional materials.
3. Offeror will design the Annual Report.
4. Offeror will develop program book for bi-annual conference.

C. Print and Broadcast Advertising

1. Offeror will recommend, prepare and coordinate all advertising of VRA in newspapers, magazines, radio, television and other outlets, including general, business/finance, government and trade publications.
2. Offeror will, from time to time, arrange for and coordinate non-paid media exposure.
3. Offeror will track and report advertising equivalency and impact for VRA review.
4. Offeror will assist with development of multi-media outreach tools, such as webinars and other electronic means of communication.

III. Proposal Preparation and Submission Instructions.

A. General Requirements.

To be considered, proposals must be received by VRA no later than 5:00 p.m. EST, on September 28, 2020. Interested parties should submit proposals electronically to cdoughtie@virginiaresources.org.

Interested parties may submit written comments or questions on any aspect of this Request for Proposals on or before 5:00 p.m., EST, on September, 9, 2020. Such comments or questions shall be submitted by e-mail to cdoughtie@virginiaresources.org. VRA reserves the right to extend either of the foregoing deadlines or to issue addenda modifying this Request for Proposals, as it deems necessary. Notice of such extensions and/or modifications, as well as answers to questions or comments, will be provided on VRA's website at www.VirginiaResources.org.

VRA shall have the sole right to determine whether any noncompliance by a proposal with any of the requirements herein is substantial in nature, to reject any proposal deemed by VRA in its discretion not to be in substantial compliance with the requirements herein, and to waive (or to allow an Offeror to correct) any noncompliance determined by VRA in its discretion not to be substantial in nature. VRA reserves the right to not select any proposal.

By submitting their proposals all Offerors are deemed to certify that they are not currently barred from submitting bids/proposals on contracts by any agency of the Commonwealth of Virginia.

All proposals shall become the property of VRA and will not be returned to the Offerors.

VRA is committed to increasing the opportunities for participation of small, women-owned, and minority-owned (SWaM) businesses located in the Commonwealth of Virginia in all procurement and contract activities. VRA welcomes and encourages the participation of SWaM businesses to respond to all Invitations for Bids and Requests for Proposals.

All Offerors are hereby placed on notice that neither VRA nor its employees or agents or members of its Board of Directors shall be lobbied either individually or collectively regarding this RFP. Offerors, consultants and their agents are hereby advised that they are not to contact members of VRA for such purposes as holding meetings of introduction, dinners, etc., if they intend to submit, or have submitted a Proposal.

Trade secrets or proprietary information submitted by the Offeror in connection with this procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke these protections prior to or upon submission of the data or the materials and must identify the data or other materials to be protected and state the reason why protection is necessary. Any information considered by the Offeror to be trade secrets or proprietary information shall be provided in a separate section of the proposal and clearly identified as such, along with the reason why protection is necessary. References may be made within the body of the proposal to proprietary information; however, all information contained within the body of the proposal not in a separate section labeled proprietary shall be public information. Offeror may not declare the entire proposal proprietary nor may they declare proposed pricing to be proprietary.

B. Specific Proposal Instructions

VRA will follow the evaluation process and selection criteria described in Section IV of this RFP. In order to enhance this process and provide each firm an equal opportunity for consideration, adherence to a standardized proposal format is required. The format of each Proposal must contain the following elements organized into separate sections, as the Offeror may deem appropriate:

1. Capacity and Resources. This section should provide the Authority with an overview of the Offeror's company, including the organizational structure and size of the company plus its date of organization and current principal place of business. This section should also address the Offeror's plan to meet the requirements of each of the tasks and activities outlined in the "Scope of Work" of this RFP.

The Offeror must identify any material litigation, administrative proceedings or investigations in which your firm or its Responsible Individuals are currently involved or which may be threatened against your firm. Indicate the current status or disposition of such litigation, administrative proceedings or investigations.

The Offeror must also provide a statement of assurance that there are no known conflicts of interest that would prohibit the firm from entering into an agreement with VRA or would otherwise adversely affect VRA, its operations or customers. In addition, provide a statement of commitment to disclose future actual or potential conflicts of interest. Identify how any such future conflicts would be identified and how your firm would resolve any such conflicts.

2. Expertise and Experience. This section of the Offeror's proposal should:
 - Describe the Offeror's experience with similar projects, including specific examples demonstrating capable handling of relevant issues.
 - Indicate whether the company has an organized practice addressing the requested scope of services, who formally heads that practice, and where that person is located.
 - Describe any local office(s) that will service the Authority including size, services, area covered, and principal contact person.

3. Record of Performance. This section of the Offeror's proposal should:
- Provide a complete client list, listing or describing representative clients currently served, both nationally and by the local office, focusing on clients similar in size and complexity to VRA.
 - Provide the current name, address, and telephone number of at least three (3) specific references (preferably Virginia local governments) the company has served either currently or in the past two (2) years; preferably those where one (1) or more of the project team members provided the same or similar services as requested herein.

Each reference should indicate the scope of services provided to each referenced client.

The Offeror must provide a statement of assurance that your firm and its Responsible Individuals are not currently in violation of any regulatory agency rule or, if in violation, an explanation as to why the violation would not have a material adverse impact on your ability to perform under this contract.

4. Staff Qualifications. This section must include the qualifications of the staff the Offeror will assign to this project once selected. At a minimum, the Proposal should:
- Designate an engagement manager.
 - Include the organization, functional discipline, and responsibilities of project team members.
 - Provide a complete resume or description of each team member's education, professional experience, length of time employed by the Offeror and/or a subcontractor.

The personnel named in the Proposal shall remain assigned to the project throughout the period of the Contract. No diversion or replacement may be made without approval of the Authority.

The Offeror shall clearly state if it is proposing to subcontract any of the work herein. The names of Subcontractors are to be provided. By proposing such firm(s) or individuals, the Offeror assumes full liability for the subcontractor's performance.

5. Fees. The Offeror should provide a detailed basis for the proposed cost of these services, such as per hour cost or per employee cost. Costs must include all items, such as professional time, travel, data processing, forms, printing, or other expenses included in your proposed cost. The Offeror should also discuss any conditions that might increase or reduce the cost of the proposed services.

IV. **Evaluation and Award Criteria.**

A. Evaluation Criteria.

The Offerors submitting proposals must have the capabilities and qualifications described below:

6. Capacity and Resources. The Offeror must have the capacity and resources to perform all of the previously-described services in a prompt, responsive manner and with excellent work quality in the timeframe needed.
7. Expertise and Experience. The Offeror's staff must have demonstrated expertise and significant experience in serving clients (such as governmental entities and authorities) similar to VRA.
8. Record of Performance. The Offeror and its staff must have a record of highly satisfactory performance in providing prompt, effective and responsive services to clients similar to VRA.
9. Staff Qualifications. The Offeror's staff who will be assigned responsibilities for the performance of any of the aforementioned services under the contract must have the education, experience, knowledge, skill and qualifications necessary to adequately perform the services for which they will be responsible.
10. Fees. The Offeror must propose a fee structure which is fair and reasonable for the services to be performed.

B. Award of Contract.

1. Evaluation Factors. The Offerors will be evaluated by VRA based on the evaluation criteria listed above and in accordance with the following scale:

<u>Criteria</u>	<u>Evaluation Value</u>
Capacity and Resources	25%
Expertise and Experience	20%
Record of Performance	20%
Staff Qualifications	20%
Fees	15%
Total	100%

2. Selection Process. VRA shall rank each of the Offerors in accordance with the evaluation factors listed above. Based upon such ranking, VRA shall select two or more Offerors deemed fully qualified, responsible and suitable on the basis of the proposals to provide the aforementioned services. VRA shall thereafter engage in interviews and/or discussions with the Offerors so selected.

At this stage, VRA may obtain written and/or oral recommendations from one or more of the clients of each such Offeror listed as a reference in such Offeror's proposal or otherwise identified therein or known to VRA. Also, VRA may require the Offeror to provide such additional information and documents as VRA may deem necessary or appropriate to conduct its review and evaluation of the proposal.

The review and evaluation of proposals and the interviews, discussions and negotiations with Offerors are to be conducted by a selection committee formed by VRA.

3. Award to Multiple Offerors. Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals, including fees. Negotiations shall be conducted with the Offeror(s) so selected. Fees shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, VRA shall select the Offeror(s) which, in its opinion, has made the best proposal, and shall award the contract to that Offeror(s). VRA reserves the right to make multiple awards as a result of this solicitation.

VRA may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, Section §2.2-4359D*). Should VRA determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the contractor's proposal as negotiated.

4. Accept and/or Reject In Whole or In Part. VRA reserves the right to accept and/or reject any proposal in whole or in part.
5. Approval of Subcontractors. VRA reserves the right to approve any subcontractors.

V. General Terms and Conditions.

Each Offeror agrees to the following terms and conditions:

1. The solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth of Virginia.
2. By submitting its proposal, each Offeror certifies that its proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Offeror in connection with its proposal and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of

nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

3. The term of the contract shall be three (3) years with VRA to have the option to extend the contract for up to two (2) additional terms of one (1) year each. The contract may be terminated by either party, with or without cause, upon thirty (30) days' advance written notice to the other party.
4. The contract shall specify the fee structure agreed to by VRA and the Offeror and the manner and timing for the submission of bills. In the contract, the Offeror must agree to maintain the above-described professional liability insurance during the term of the contract. The contract shall require the prior approval of VRA for any change in the individuals or subcontractors who are designated in the proposal to serve on the VRA account or any change in their respective responsibilities. The contract shall provide that the contract shall not be assigned, and the performance of any services thereunder shall not be subcontracted, without the prior written approval of VRA. The Offeror's proposal and any modifications thereto required or approved by VRA will be incorporated into the contract. All other terms and conditions of the contract must be satisfactory to VRA.
5. The following provisions shall be included in the contract:

Non-Discrimination Against Faith-Based Organizations

VRA does not discriminate against faith-based organizations.

Immigration Reform

The Offeror, by signing the bid or proposal, certifies that it does not and will not during the performance of this contract violate the provisions of the Federal Immigration Reform and Control Act of 1986, which prohibits employment of illegal aliens.

Payment

- a) If work hereunder is performed by a subcontractor, then, within seven days after receipt of amounts paid to Offeror by VRA for work performed by the subcontractor, Offeror must either (i) pay the subcontractor for the proportionate share of the total payment received from VRA attributable to the work performed by the subcontractor under this contract, or (ii) notify VRA and the subcontractor, in writing, of its intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
- b) Offeror must provide its social security number or its federal employer identification number.
- c) Offeror must pay interest to all subcontractors on all amounts owed by Offeror that remain unpaid after seven days following receipt by Offeror of

payment from VRA for work performed by any subcontractors under this contract, except for amounts withheld as allowed in subsection (a) (ii).

- d) Unless otherwise provided under the terms of this contract, interest shall accrue at the rate of one percent per month.
- e) Offeror must include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements as are set forth in this Section with respect to each lower-tier subcontractor.

Procedures for Consideration of Contractual Claims/Administrative Dispute Resolution

VRA and the Offeror will attempt in good faith to resolve any claim or dispute arising out of or in connection with this Contract by using an alternative dispute resolution proceeding as authorized by the Virginia Administrative Dispute Resolution Act, Code of Virginia §§ 2.2-4415 et seq.

- a) In the event of a claim by Offeror arising out of the performance of this contract, the Offeror shall submit to VRA, no later than 60 days after final payment to the Offeror under the procurement contract, a written claim (hereinafter the "Written Claim") for money or other appropriate relief stating the facts and circumstances upon which the claim is based and the nature of the relief sought; provided, however, that unless the Offeror filed with VRA a written notice of intention (hereinafter "Notice of Intent") to file such Written Claim at the time of the occurrence or at the beginning of the work upon which the claim is based, then the Offeror shall be deemed to have waived his claim. For purposes of this paragraph, the phrase "at the beginning of the work" shall mean within 7 days after any goods or services are first provided pursuant to the procurement contract, and the phrase "at the time of the occurrence" shall mean within 7 days of the first event giving rise to the claim; provided, however, that in instances where the event giving rise to the claim is an alleged wrongful omission or wrongful failure to act, the 7 day time period shall begin to run from the time that duty to act arose. For purposes of this Exhibit, a Written Claim and a Notice of Intent shall be deemed filed when it is received by VRA.
- b) Within 90 days of the filing of the Written Claim, VRA shall conduct an initial meeting with the Offeror who shall have the right to have his attorneys present. VRA shall establish the date, time and place of such initial meeting and shall give notice to the Offeror of such meeting at least 17 days prior thereto. (Such notice may be written or oral and shall be deemed to be given when received by the Offeror.) Failure by VRA to initially meet with the Offeror within said 90 days shall be deemed a denial of the Offeror's claim. If deemed necessary by VRA, additional meetings with the Offeror shall be held by VRA subsequent to said initial meeting.

Such additional meetings may be held after the expiration of the above-described 90 day period. Failure by the Offeror to attend any meetings under this paragraph (b) shall be deemed a waiver of the Offeror's claim. The Offeror shall have the burden of proof with regard to the claim. The Offeror and his attorneys shall have the right to present witnesses, documents and other evidence in support of the claim. At each such meeting, VRA shall be represented by the Executive Director or a person appointed by the Executive Director. VRA shall also have the right to have its attorneys present at each meeting and to present witnesses, documents and other evidence.

- c) All such meetings shall be conducted on an informal basis, and the rules of evidence shall not apply. Witnesses shall not be sworn, nor shall recordings or transcripts be taken or made of any meeting. VRA and the Offeror may agree, pursuant to paragraph (f), to record or transcribe any meeting, however, such recording or transcript shall not be admissible in any court or any other tribunal unless the written agreement shall expressly so provide.
- d) Within 60 days after all such meetings have been completed, the Executive Director, or any person appointed by the Executive Director, shall present his/her recommendation regarding such claim in writing to the Board. The Offeror shall have the right to receive a copy of said recommendation. Within 75 days after the Executive Director or the Executive Director's appointee submits said recommendation to the Board, the Board shall render its decision in writing with regard to the claim. In the event that the Executive Director, or any person appointed by the Executive Director, does not present his/her recommendations within said 60-day period or in the event that the Board does not render such decision within said 75-day period, the Offeror's claim shall be deemed to have been denied. Nothing herein shall preclude the Executive Director or any person appointed by the Executive Director from conducting informal negotiations with the Offeror on the claim or from settling the claim.
- e) The decision of the Board shall be final and conclusive unless the Offeror appeals within six months of the final decision on the claim by the Board by instituting legal action as provided in Section 2.2-4364 of the Virginia Code.
- f) The provisions and procedures set forth in this section may be modified or amended by written agreement between the Offeror and VRA.
- g) Procedures set forth herein shall apply only to disputes arising out of the performance of a procurement contract and of a contractual nature. They shall not apply to disputes arising out of or relating to any other matters, including but not limited to, any of the following:

- 1) Disqualification of Offerors from participation in the competitive negotiation process;
- 2) Withdrawal of proposals; or
- 3) Disputes concerning the award or proposed award of contracts.

Non-Discrimination by Persons Contracting with VRA

During the performance of this contract, the Offeror agrees as follows:

- a) The Offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Offeror. The Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
- b) The Offeror, in all solicitations or advertisements for employees placed by or on behalf of the Offeror, will state that such Offeror is an equal opportunity employer.
- c) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements set forth herein. The Offeror will include the provisions of the foregoing paragraphs (a), (b) and (c) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

Drug-Free Workplace

During the performance of this contract, the Offeror agrees to (i) provide a drug-free workplace for the Offeror's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the Offeror's workplace and specifying the actions that will be taken against employees for violations for such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the Offeror that the Offeror maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection this contract by the Offeror, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of this contract.

Non-Discrimination

VRA does not discriminate on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability or veteran status. VRA does not discriminate against faith-based organizations.

VI. Additional Users

Under the authority of the *Code of Virginia, Section 2.2-4304*, Cooperative Procurement, it is the intent of this solicitation and resulting contract(s) to allow for cooperative purchasing by any Public Body of the Commonwealth.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Offeror(s), the resultant contract(s) will be extended to any Public Body to purchase at contract prices in accordance with the contract terms. The Offeror(s) shall notify the Authority in writing of any such Public Body accessing the contract. No modification of this contract or execution of a separate contract is required to participate. The Offeror(s) will provide semi-annual usage reports for any Public Body accessing the contract. Any participating Public Body shall place their own orders directly with the Offeror(s) and shall fully and independently administer their own use of the contract(s) to include contractual disputes, invoicing and payments without direct administration from the Authority. The Authority shall not be held liable for any costs or damages incurred by any other participating Public Body as a result of any authorization by the Offeror(s) to extend the contract. It is understood and agreed that the Authority is not responsible for the acts and omissions of any Public Body and will not be considered in default of the Agreement no matter the circumstances.

Use of this contract(s) does not preclude any participating Public Body from using other contracts or competitive processes as required by law.